



## First of Fort Worth

The First National Bank  
of Fort Worth  
One Burnett Plaza  
Fort Worth, Texas 76102

George M. Bradford  
Vice President  
817/390-6018

December 13, 1979

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

11202  
RECORDATION NO. 1425  
DEC 17 1979 - 1 20 PM  
INTERSTATE COMMERCE COMMISSION

No. 9-351A053

Date DEC 17 1979

Fee \$ 50.00

ICC Washington, D. C.

Gentlemen:

Enclosed herewith for filing are original and two copies of a Security Agreement from Marvin Glazer and Sonja Glazer, 3720 Bellaire Circle, Fort Worth, Texas 76109, Debtor, to The First National Bank of Fort Worth, P.O. Box 2260, Fort Worth, TX 76113, secured party covering:

Five (5) 100-ton open-top hopper railroad cars, 2,300 cu/ft capacity, bearing the numbers TRAX 2036, TRAX 2038, TRAX 2039, TRAX 2040, TRAX 2041, together with all rights of Debtor in and to any and all lease or rental agreements covering such equipment. All substitutes and replacements for, accessions, attachments and other additions to the above property; together with all accounts receivable and contract rights relating to such cars.

We enclose a check in the amount of \$50.00 for the filing fee.

The original document should be returned to the person filing the instrument.

Sincerely,

*George Bradford*  
George Bradford

GB/dlb

Enclosures

DEC 17 1979  
FEE \$50.00  
11 20 PM

*Concurrence - Victor Brown*

Interstate Commerce Commission  
Washington, D.C. 20423

12/17/79

OFFICE OF THE SECRETARY

George M. Bradford  
Vice President  
The First Natl. Bank Of Fort Worth  
One Burnett Plaza  
Fort Worth, Texas 76102

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/17/79 at 1:20pm, and assigned re-recording number(s). 11202

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

DEC 17 1979-1 20 PM

INTERSTATE COMMERCE COMMISSION

Number \_\_\_\_\_

Advanced	\$146,700.00
Interest	\$ 94,757.86
Total	<u>\$241,457.86</u>

THE FIRST NATIONAL BANK OF FORT WORTH      Approximate filing fee \$100.00  
SECURITY AGREEMENT - RAILROAD HOPPER CARS

A. PARTIES

1. Debtor Marvin Glazer and Sonja Glazer
2. Address 3720 Bellaire Circle, Fort Worth, TX 76109
3. Bank: The First National Bank of Fort Worth
4. Address: Post Office Box 2260, Fort Worth, Tarrant County,  
Texas, 76101

B. AGREEMENT

Subject to the applicable terms of this security agreement, Debtor grants to Bank a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

1. The following is the obligation secured by this agreement:
  - a. Note executed by Marvin Glazer and Sonja Glazer  
in favor of The First National Bank of Fort Worth for  
the sum of One Hundred Forty Six Thousand Seven Hundred  
(\$146,700.00) Dollars, dated the 12th day of  
December, 19 79
  - b. All past, present, and future advances, of whatever  
type, by Bank to Debtor, and extension and renewals  
thereof.
  - c. All existing and future liabilities, of whatever type,  
of Debtor to Bank, and including (but not limited to)  
liability for overdrafts and as indorser and surety.
  - d. All costs incurred by Bank to obtain, preserve and  
enforce this security interest, collect the obligation  
and maintain and preserve the collateral, and including  
(but not limited to) taxes, assessments, insurance  
premiums, repairs, reasonable attorneys' fees and legal  
expenses, rent, storage costs and expenses of sale.
  - e. Interest on the above amounts, as agreed between Bank  
and Debtor, or if no such agreement, at the maximum rate  
permitted by law.

D. COLLATERAL

1. The security interest is granted in the following collateral:

Five (5) 100-ton open top hopper railroad cars, 2,300  
cubic foot capacity, bearing the numbers TRAX 2036;  
TRAX 2038; TRAX 2039; TRAX 2040; TRAX 2041.

together with all rights of Debtor in and to any and all  
lease or rental agreements covering such equipment.

All substitutes and replacements for, accessions, attachments  
and other additions to the above property.

Together with all accounts receivable and contracts relating to such cars.

E. AGREEMENTS OF DEBTOR:

1. Debtor will: take adequate care of collateral, insure the collateral for such hazards and in such amounts as Bank directs, policies to be satisfactory to Bank; pay all costs necessary to obtain, preserve and enforce this security interest, collect the obligation and preserve the collateral and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses; furnish Bank with any information on the collateral and the obligation; sign any papers furnished by Bank which are necessary to obtain and maintain this security interest; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the collateral; transfer possession of all instruments, documents and chattel paper which are part of the collateral to Bank immediately, or as to those hereafter acquired, immediately following acquisition; notify Bank of any change occurring in or to the collateral, or in any fact or circumstances warranted or represented by Debtor in this agreement or furnished to Bank, or if any event of default occurs.
2. Debtor will not (without Bank's consent): allow the collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble or furnish under contracts of service, the collateral.
3. Debtor warrants: No financing statement, mortgage or deed of trust has been filed with respect to the collateral, other than relating to this security interest; Debtor is absolute owner of the collateral, and it is not encumbered other than by this security interest; all account debtors and obligors, whose obligations are part of the collateral, are to the extent permitted by law prevented from asserting against Bank any claims or defenses they have against sellers.

F. RIGHTS OF BANK

Bank may, in its discretion, before or after default: require Debtor to give possession or control of the collateral to Bank; indorse as Debtor's agent any instruments or chattel paper in the collateral; notify account debtors and obligors on instruments to make payment direct to Bank; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the collateral, without notice to Debtor, and add costs of same to the obligation (but Bank is under no duty to take such action); release collateral in its possession to Debtor, temporarily or otherwise; require additional collateral; take control of funds generated by the collateral, such as lease payments and use same to reduce any part of the obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor.

G. MISCELLANEOUS

The rights and privileges of Bank shall inure to its successors and assigns. All representations, warranties and agreements of Debtor are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. Definitions in the Uniform Commercial Code as adopted in the State of Texas apply to words and phrases in this agreement; if Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest and extension of time without notice as to any instruments and chattel paper in the collateral.

## DEFAULT

1. Any of the following is an event of default: failure of Debtor to pay any note in the obligation in accordance with its terms, or any other liability in the obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of Debtor in bankruptcy proceedings; death, dissolution or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to or change in the collateral; modification of any contract the rights to which are part of the collateral; levy on, seizure or attachment of the collateral; judgement against Debtor; filing any financing statement or other lien claim with regard to the collateral, other than relating to this security interest; Bank's belief that the prospect of payment of any part of the obligation or the performance of any part of this agreement is impaired.
2. Upon the occurrence of any event or condition of default set forth above, the Bank shall have all the rights and remedies provided by the Uniform Commercial Code, including, but not limited to, the right to take possession of the collateral; the right to require the Debtor to assemble the collateral and make it available to Bank at a place designated by the Bank; the right to sell, lease or otherwise dispose of any or all of the collateral in its then condition or following any commercially reasonable preparation or processing. Disposition of the collateral may be by public or private proceedings and may be made by way of one or more contracts as a unit or in parcels and at any time and place and on any terms and in any manner which is commercially reasonable. Reasonable notification of the time and place of any public sale or reasonable notice of the time after which any private or other intended disposition is to be made shall be sent by the Bank to the Debtor, if it has not signed after default a statement renouncing or modifying its rights of notification of sale. The requirements of reasonable notification shall be met if such notice is mailed, postage prepaid, to the address of the Debtor as shown herein at least ten (10) days prior to the time of sale or disposition.

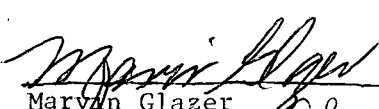
### I. FIRST AND PRIOR LIEN

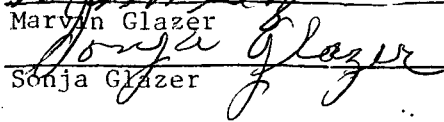
This security interest grants to Bank a first and prior lien to secure the payment of the obligations secured hereby and extensions and renewals thereof. If Bank disposes of the collateral following default, the proceeds of such disposition available to satisfy the indebtedness shall be applied first to the notes listed herein, and renewals and extensions thereof, in the order of execution, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For the purpose of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

"INSURANCE ON THE COLLATERAL IS REQUIRED IN CONNECTION WITH THIS LOAN AND BORROWER SHALL HAVE THE OPTION OF FURNISHING THE REQUIRED INSURANCE EITHER THROUGH EXISTING POLICIES OF INSURANCE OWNED OR CONTROLLED BY HIM OR OF PROCURING AND FURNISHING EQUIVALENT INSURANCE COVERAGES THROUGH ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS."

IN WITNESS WHEREOF the Debtor has hereunto set its hand this

13<sup>th</sup> day of December, 1979.

  
Marvin Glazer

  
Sonja Glazer

DEBTORS

Address of Debtor:

3720 Bellaire Circle

Fort Worth, TX 76109

THE FIRST NATIONAL BANK OF FORT WORTH

By George M. Bradford

George M. Bradford, Vice President  
Name and Title

THE STATE OF TEXAS §

COUNTY OF TARRANT §

On this the 13<sup>th</sup> day of December, 1979, before me personally appeared Marvin Lonja Elger, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the he executed the same as his free act and deed.

Dorothy L. Barton  
Notary Public, Tarrant County,

My Commission Expires

My Commission Expires August 4, 1981.

DOROTHY L. BARTON, Notary Public  
Tarrant County, Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

On this 13<sup>th</sup> Day of December, 1979, before me personally appeared George M. Bradford, to me personally known, who being by me duly sworn, says that he is the Vice President of The First National Bank of Fort Worth, Texas, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy L. Barton  
Notary Public, Tarrant County, Texas

My Commission Expires

My Commission Expires August 4, 1981.

DOROTHY L. BARTON, Notary Public  
Tarrant County, Texas